



# JOINT CONTROLLER AGREEMENT INTERNAL REPORTING OFFICE

## 1. Preamble

- 1.1. The Customer has commissioned Compliance.One GmbH ("Contractor") to fulfill the tasks of the internal reporting office to be set up by the Customer in accordance with the Whistleblower Protection Act (HinSchG). The parties have concluded a separate service agreement ("Main Contract") for this purpose. This Joint Controller Agreement is part of the Main Contract.
- 1.2. If the Customer and Contractor jointly determine the purposes and means of the processing of personal data, they are joint controllers. In these cases, an agreement on joint controllership must be concluded in accordance with Art. 26 GDPR.
- 1.3. Customer and Contractor assume that when outsourcing the internal reporting office, parts of the activities or phases of data processing may constitute joint control. Insofar as there is joint control between the Customer and the Contractor, this joint control is regulated in this Joint Controller Agreement – as part of the Main Contract - in accordance with the requirements of Art. 26 GDPR.
- 1.4. The Main Contract references this Joint Control Agreement, which is expressly incorporated into the Main Contract, forms part of the Main Contract and supplements it with regard to the regulation of joint control. The provisions of the Main Contract also apply to this Joint Controller Agreement.

## 2. Subject Matter of this Agreement

- 2.1. There is a Main Contract between the contracting parties for the provision of the services of the internal reporting office in accordance with the Whistleblower Protection Act. This Joint Control Agreement constitutes the agreement between joint controllers within the meaning of Art. 26 GDPR between the contracting parties, insofar as there is joint control within the meaning of Art. 4 No. 7 GDPR for the processing of personal data in connection with the provision of services under the Main Contract.
- 2.2. Specifically, this concerns the data processing that the Contractor performs in connection with the provision of its services as an internal reporting office for the Customer.

## 3. Description of Data Processing

The purpose, type and scope of the processing of personal data result from the Main Contract on the fulfillment of the tasks of the internal reporting office for the Customer by the Contractor.

## 4. Duty to Inform

- 4.1. The Customer is obliged to fulfill the information obligations towards the data subjects arising from Art. 13, 14 GDPR and Art. 26 (2) GDPR.
- 4.2. These obligations towards whistleblowers can initially be fulfilled by data protection information provided as part of the use of the whistleblower system.
- 4.3. In other respects, in particular vis-à-vis the reported persons and other third parties involved in a report, the information obligations pursuant to Art. 14 (5) lit. b) GDPR do not apply or are temporarily suspended, if informing the data subjects is likely to render the achievement of the objectives of that processing impossible or seriously impair it. This means that the other data subjects do not have to be informed if and for as long as this would seriously impair the confidentiality requirement with regard to the identity of the whistleblower and/or the clarification of the facts and the investigations to be carried out in accordance with Section 18 No. 1 and 4 HinSchG, e.g. due to the threat of measures of concealment of the accused person or persons.
- 4.4. The Contractor shall provide the Customer with the information required for weighing up or deciding whether to provide the information for the respective report, while observing the confidentiality requirement, and the Customer decide whether or when to inform the data subjects.
- 4.5. Insofar as it is necessary to maintain the confidentiality obligation of the internal reporting office vis-à-vis the Customer, the Contractor shall inform the persons concerned on the instructions of the Customer.



## **5. Information**

- 5.1. The Customer is obliged to fulfill the right to information resulting from Art. 15 GDPR vis-à-vis the data subjects.
- 5.2. As with the information obligations, before providing information to data subjects, a corresponding assessment must be made as to whether the provision of the information would impair the rights and freedoms of other persons, in particular the confidentiality requirement of the HinSchG with regard to the identity of the whistleblower. The Contractor shall provide the Customer with the information required for the consideration or decision on the provision of the information for the respective report, while observing the confidentiality requirement, and the Customer shall make the decision on the provision of the information.
- 5.3. Insofar as it is necessary to maintain the confidentiality obligation of the internal reporting office vis-à-vis the Customer, the information shall be provided by the Contractor on the instructions of the Customer.

## **6. Other Data Subject Rights**

The Contractor shall fulfill the other data subject rights in individual cases where necessary in coordination with the Customer, always in compliance with the confidentiality obligation of the internal reporting office.

## **7. Assertion of Data Subject Rights Against Both Parties**

- 7.1. Data subjects may contact either party (Customer or Contractor) to exercise their data subject rights. If a data subject contacts a party that is not responsible for implementing the asserted data subject rights in accordance with this Agreement with regard to the assertion of a data subject right, the party shall forward the data subject's request to the other party and the other party shall fulfill the data subject right and implement the measures to be taken in each case.
- 7.2. In its function as an internal reporting office, the Contractor must refrain from forwarding information if this would violate obligations arising from the confidentiality requirement pursuant to Section 8 HinSchG. In such a case, the Contractor must obtain the necessary information from the Customer and fulfill the asserted data subject rights on the basis of the information provided by the Customer.

## **8. Data Protection and Information Security**

The contracting parties mutually undertake to comply with the technical and organizational measures required in accordance with Art. 32 GDPR, insofar as this concerns the processing of personal data for which there is joint Controller within the meaning of Art. 4 No. 7 GDPR.

## **9. Reporting Obligations**

- 9.1. Each party must inform the other party immediately and in full, if errors or irregularities are discovered in the processing of personal data for which there is joint controllership or violations of the provisions of this contract or applicable data protection law (in particular the GDPR).
- 9.2. Each party must inform the other party immediately in text form of any personal data breach within the meaning of Art. 4 No. 12 GDPR, insofar as this concerns the processing of personal data for which there is joint controllership.
- 9.3. The parties must immediately provide each other with all information in connection with the data breach that is necessary to examine the data breach and its consequences and to fulfill any reporting obligations under Art. 33, 34 GDPR.
- 9.4. If there is a reporting obligation pursuant to Art. 33 GDPR, the parties shall coordinate the further procedure within the scope of reasonableness and support each other in fulfilling the reporting obligations.
- 9.5. If notification of the data subjects is required in accordance with Art. 34 GDPR, the parties will carry out a joint notification of the data subjects insofar as the parties consider this to be reasonable and within the bounds of reasonableness.



## **10. Data Processors**

The parties may commission data processors with the processing of personal data for which there is joint control. The provisions of Art. 28 GDPR must be complied with. This must be proven by the respective party upon request.

## **11. Cooperation with Supervisory Authorities**

- 11.1. Each party is obliged to inform the other party immediately if a data protection supervisory authority contacts them and this concerns processing that is covered by this agreement on joint controllership.
- 11.2. The contracting parties shall coordinate the response to inquiries from supervisory authorities regarding the contractual processing, insofar as this is legally permissible and/or reasonable.
- 11.3. The contracting parties agree that regulatory measures must always be complied with. Nevertheless, the parties will agree on whether and to what extent legal remedies will be sought against orders issued by the authority.

## **12. Term**

The term of this joint Controller Agreement corresponds to the term of the Main Contract.